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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 TED ENTERTAINMENT, INC.

11 Plaintiff,

12 v.

13 ALEXANDRA MARWA SABER
14 P/K/A DENIMS, et al.

15 Defendant.

Case No. 2:25-cv-05564-WLH-PD

STIPULATED PROTECTIVE
ORDER

(PD Version)

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material modifications to PD form

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18 1. INTRODUCTION

19 1.1 PURPOSES AND LIMITATIONS

20 Discovery in this action is likely to involve production of confidential,
21 proprietary, or private information for which special protection from public disclosure
22 and from use for any purpose other than prosecuting this litigation may be warranted.
23 Accordingly, the parties hereby stipulate to and petition the Court to enter the
24 following Stipulated Protective Order. The parties acknowledge that this Order does
25 not confer blanket protections on all disclosures or responses to discovery and that
26 the protection it affords from public disclosure and use extends only to the limited
27 information or items that are entitled to confidential treatment under the applicable
28 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,

1 that this Stipulated Protective Order does not entitle them to file confidential
2 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
3 followed and the standards that will be applied when a party seeks permission from
4 the court to file material under seal.

5 1.2 GOOD CAUSE STATEMENT

6 This action is likely to involve confidential, proprietary, and sensitive
7 information in connection with the Parties' business that is not publicly available that
8 warrants special protection from disclosure and from use for any purpose other than
9 the prosecution of this litigation. Such materials include, among other things: (i) non-
10 public data concerning account performance, revenue, viewership, and the financial
11 condition and metrics of the parties' respective business platforms; (ii) related
12 confidential business, operational, and financial information; and (iii) other private,
13 sensitive, or proprietary information that is not generally available to the public.
14 Public disclosure of this information could cause competitive harm to the parties,
15 violate privacy rights, or otherwise compromise legitimate confidentiality interests.
16 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
17 of disputes over confidentiality of discovery materials, to adequately protect
18 information the parties are entitled to keep confidential, to ensure that the parties are
19 permitted reasonable necessary uses of such material in preparation for and in the
20 conduct of trial, to address their handling at the end of the litigation, and serve the
21 ends of justice, a protective order for such information is justified in this matter. It is
22 the intent of the parties that information will not be designated as confidential for
23 tactical reasons and that nothing be so designated without a good faith belief that it
24 has been maintained in a confidential, non-public manner, and there is good cause
25 why it should not be part of the public record of this case.

26 2. DEFINITIONS
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1 2.1 Action: the instant litigation, *Ted Entertainment, Inc. v. Alexandra*
2 *Marwa Saber p/k/a Denims, et al.*, Case No. 2:25-cv-05564-WLH-PD, pending in the
3 United States District Court for the Central District of California.

4 2.2 Challenging Party: a Party or Non-Party that challenges the designation
5 of information or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for protection
8 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
9 Cause Statement.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
11 support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL.”

15 2.6 Disclosure or Discovery Material: all items or information, regardless
16 of the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as
21 an expert witness or as a consultant in this Action.

22 2.8 House Counsel: attorneys who are employees of a party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside
24 counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or
26 other legal entity not named as a Party to this action.

27 2.10 Outside Counsel of Record: attorneys who are not employees of a party
28 to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm which
2 has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or extracted
19 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
20 Protected Material; and (3) any testimony, conversations, or presentations by Parties
21 or their Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial will be governed by the orders of the trial
23 judge. This Order does not govern the use of Protected Material at trial.

24 4. DURATION

25 Once a case proceeds to trial, all of the information that was designated as
26 confidential or maintained pursuant to this protective order becomes public and will
27 be presumptively available to all members of the public, including the press, unless
28 compelling reasons supported by specific factual findings to proceed otherwise are

made to the trial judge in advance of the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party’s attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic documents,
2 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
3 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
4 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
5 portion or portions of the material on a page qualifies for protection, the Producing
6 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
7 markings in the margins).

8 A Party or Non-Party that makes original documents available for
9 inspection need not designate them for protection until after the inspecting Party has
10 indicated which documents it would like copied and produced. During the inspection
11 and before the designation, all of the material made available for inspection will be
12 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
13 it wants copied and produced, the Producing Party must determine which documents,
14 or portions thereof, qualify for protection under this Order. Then, before producing
15 the specified documents, the Producing Party must affix the “CONFIDENTIAL
16 legend” to each page that contains Protected Material. If only a portion or portions
17 of the material on a page qualifies for protection, the Producing Party also must clearly
18 identify the protected portion(s) (e.g., by making appropriate markings in the
19 margins).

20 (b) for testimony given in depositions that the Designating Party identify the
21 Disclosure or Discovery Material on the record, before the close of the deposition all
22 protected testimony.

23 (c) for information produced in some form other than documentary and for any
24 other tangible items, that the Producing Party affix in a prominent place on the exterior
25 of the container or containers in which the information is stored the legend
26 “CONFIDENTIAL.” If only a portion or portions of the information warrants
27 protection, the Producing Party, to the extent practicable, will identify the protected
28 portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive the
3 Designating Party's right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court's
10 Scheduling Order.

11 6.2 Meet and Confer. The Challenging Party will initiate the dispute
12 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
13 et seq.

14 6.3 The burden of persuasion in any such challenge proceeding will be on
15 the Designating Party. Frivolous challenges, and those made for an improper purpose
16 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived
18 or withdrawn the confidentiality designation, all parties will continue to afford the
19 material in question the level of protection to which it is entitled under the Producing
20 Party's designation until the Court rules on the challenge.

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is
23 disclosed or produced by another Party or by a Non-Party in connection with this
24 Action only for prosecuting, defending, or attempting to settle this Action. Such
25 Protected Material may be disclosed only to the categories of persons and under the
26 conditions described in this Order. When the Action has been terminated, a Receiving
27 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).
28

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary
10 to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of the
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the Court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary for this Action and who have
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or a
22 custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
25 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
26 not be permitted to keep any confidential information unless they sign the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may be
2 separately bound by the court reporter and may not be disclosed to anyone except as
3 permitted under this Stipulated Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
7 OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification will
12 include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order
14 to issue in the other litigation that some or all of the material covered by the subpoena
15 or order is subject to this Protective Order. Such notification will include a copy of
16 this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued
18 by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with
20 the subpoena or court order will not produce any information designated in this action
21 as “CONFIDENTIAL” before a determination by the court from which the subpoena
22 or order issued, unless the Party has obtained the Designating Party’s permission. The
23 Designating Party will bear the burden and expense of seeking protection in that court
24 of its confidential material and nothing in these provisions should be construed as
25 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
26 directive from another court.

27 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
28 PRODUCED IN THIS LITIGATION

1 (a) The terms of this Order are applicable to information produced by a
2 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
3 produced by Non-Parties in connection with this litigation is protected by the
4 remedies and relief provided by this Order. Nothing in these provisions should be
5 construed as prohibiting a Non-Party from seeking additional protections.

6 (b) In the event that a Party is required, by a valid discovery request, to
7 produce a Non-Party’s confidential information in its possession, and the Party is
8 subject to an agreement with the Non-Party not to produce the Non-Party’s
9 confidential information, then the Party will:

10 (1) promptly notify in writing the Requesting Party and the Non-Party
11 that some or all of the information requested is subject to a confidentiality agreement
12 with a Non-Party;

13 (2) promptly provide the Non-Party with a copy of the Stipulated
14 Protective Order in this Action, the relevant discovery request(s), and a reasonably
15 specific description of the information requested; and

16 (3) make the information requested available for inspection by the Non-
17 Party, if requested.

18 (c) If the Non-Party fails to seek a protective order from this court within
19 14 days of receiving the notice and accompanying information, the Receiving Party
20 may produce the Non-Party’s confidential information responsive to the discovery
21 request. If the Non-Party timely seeks a protective order, the Receiving Party will not
22 produce any information in its possession or control that is subject to the
23 confidentiality agreement with the Non-Party before a determination by the court.
24 Absent a court order to the contrary, the Non-Party will bear the burden and expense
25 of seeking protection in this court of its Protected Material.

26 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
28 Protected Material to any person or in any circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
2 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
3 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
4 persons to whom unauthorized disclosures were made of all the terms of this Order,
5 and (d) request such person or persons to execute the “Acknowledgment and
6 Agreement to Be Bound” that is attached hereto as Exhibit A.

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
8 PROTECTED MATERIAL

9 When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other protection,
11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
12 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
13 may be established in an e-discovery order that provides for production without prior
14 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
15 parties reach an agreement on the effect of disclosure of a communication or
16 information covered by the attorney-client privilege or work product protection, the
17 parties may incorporate their agreement in the stipulated protective order submitted
18 to the court.

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in this
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any
26 ground to use in evidence of any of the material covered by this Protective Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material may

1 only be filed under seal pursuant to a court order authorizing the sealing of the specific
2 Protected Material at issue. If a Party's request to file Protected Material under seal
3 is denied by the court, then the Receiving Party may file the information in the public
4 record unless otherwise instructed by the court.

5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within 60
7 days of a written request by the Designating Party, each Receiving Party must return
8 all Protected Material to the Producing Party or destroy such material. As used in this
9 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
10 summaries, and any other format reproducing or capturing any of the Protected
11 Material. Whether the Protected Material is returned or destroyed, the Receiving
12 Party must submit a written certification to the Producing Party (and, if not the same
13 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
14 (by category, where appropriate) all the Protected Material that was returned or
15 destroyed and (2) affirms that the Receiving Party has not retained any copies,
16 abstracts, compilations, summaries or any other format reproducing or capturing any
17 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
18 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
19 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
20 reports, attorney work product, and consultant and expert work product, even if such
21 materials contain Protected Material. Any such archival copies that contain or
22 constitute Protected Material remain subject to this Protective Order as set forth in
23 Section 4 (DURATION).

14. VIOLATION OF ORDER

Any willful violation of this Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 30, 2025

/s/ Rom Bar-Nissim

ROM BAR-NISSIM
Attorney for Plaintiff Ted
Entertainment, Inc.

DATED: September 30, 2025

/s/ Benjamin Kassis

BENJAMIN KASSIS
BENJAMIN GRUSH
Attorneys for Defendant Alexandra
Marwa Saber p/k/a Denims

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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4 DATED: _____

HON. PATRICIA DONAHUE
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Ted Entertainment, Inc. v. Alexandra Marwa Saber p/k/a Denims, et al.*, Case No. 2:25-cv-05564-WLH-PD. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State:

Printed name:

Signature:

ATTESTATION

I, Benjamin Kassis, hereby attest that the signatories herein above, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

DATED: September 30, 2025

/s/ Benjamin Kassis
Benjamin Kassis